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Now, LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

JOHN L. SUPROCK, an individual, LAURIE L.
SUPROCK, an individual, CONSORTIUM LLC,
a South Dakota limited liability company, and
RENEWABLE ENERGY NOW, LLC, a Montana
limited liability company,

Plaintiffs,

v.

QUANTUM ENERGY, INC., a Nevada
corporation,

Defendant.

CASE No.: 2:21-CV-02184-JAD-BNW

AMENDED JOINT PRETRIAL ORDER

Plaintiffs John L. Suprock ("Mr. Suprock"), Laurie L. Suprock ("Mrs. Suprock"), Consortium
LLC ("Consortium"), and Renewable Energy Now, LLC ("Renewable Energy" and, collectively, with
Mr. Suprock, Mrs. Suprock, and Consortium, the "Suprock Parties" or "Plaintiffs"), and Defendant
Quantum Energy, Inc. ("Quantum" or "Defendant") submit this Amended Joint Pre-Trial Order pursuant
to Local Rule 16-3, changing the proposed trial dates, only.

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I. CONCISE STATEMENT OF THE NATURE OF THE ACTION AND THE PARTIES' CONTENTIONS

(a) The Suprock Parties contend that:

- 1) they are entitled to a declaratory judgment requiring that the “restricted” legend from their 3,400,000 shares (the “Shares”) of Quantum that they acquired should be removed pursuant to Section 4(a)(1) of the Securities Act of 1933, 15 U.S.C. §77(d)(a)(1), (“Section 4(a)(1)”), because Plaintiffs are neither issuers, underwriters, or dealers;
- 2) they are entitled to judgment in the amount of \$1,802,000, plus interest, for conversion regarding the 3,400,000 Shares because Quantum, in refusing to permit the “restricted” legend to be removed, exercised and unauthorized and wrongful dominion over the Shares, and knowingly and intentionally prevented the Suprock Parties from being able to sell, or otherwise dispose, of the Shares;
- 3) they are entitled to judgment on their breach of contract claim in the amount of \$303,264, plus interest, based on Quantum’s breach in failing to convert the principal and interest amounts of the October 29, 2019 Convertible Promissory Note by which Mr. Suprock loaned Quantum \$20,000 into 466,560 shares (the “Note Shares”);
- 4) in the absence of damages, the Note Shares must be issued to Mr. Suprock and any “restricted” legend should be removed pursuant to Section 4(a)(1);
- 5) they are entitled to damages in the amount of \$37,200 due to Quantum’s improper cancellation of 120,000 Quantum shares owned by Renewable Energy Now, Inc. (the “Renewable Energy Shares”).

(b) Quantum contends that:

- 1) the Suprock Parties have not and cannot show that they provided any valid consideration for the 3,400,000¹ shares that they claim to own;
- 2) even if the Suprock Parties could come forward with admissible evidence to establish ownership of the shares in question because of Mr. Suprock’s failure to register as a dealer, as

¹ A reverse stock split occurred on July 29, 2022. Nevertheless, for ease of reference and consistency, any discussion regarding the number of shares will be stated as pre-effective numbers

1 required by 15 U.S.C. § 78o(a)(1), his claimed service agreements and the supposed documents
2 requiring issuance of shares to the Suprock Parties are void pursuant to 15 U.S.C. § 78cc, which
3 section of the Exchange Act makes all transactions made in violation of Section 15 voidable.
4 In other words, not only did the Mr. Suprock act as a dealer making it so that he cannot avail
5 himself of the exemption in Section 4(a)(1), the shares received as part of the distribution to the
6 six (6) investors (2,450,000) and the shares received from the Referral Agreement (850,000)
7 are void.

- 8 3) the Suprock Parties are not entitled to have the restricted legend on the shares removed as they
9 never supplied “an opinion of counsel which is satisfactory to [Quantum], to the effect that such
10 registration is not required” as conspicuously stated on the legend of all the shares claimed to
11 be owned by the Suprock Parties.
- 12 4) the Suprock Parties are not entitled to have the restricted legend on the shares removed as they
13 have not established that they were not acting as issuers, underwriters, or dealers and the
14 documentary evidence suggests that they were.
- 15 5) to the extent the Suprock Parties are able to prove ownership, that they did not receive the shares
16 in void transactions as a dealer, and that the restrictive legend should be removed, the Suprock
17 Parties can point to no evidence to support a claim that Quantum acted with malfeasance as is
18 required for Plaintiffs to be successful in their common law claim for conversion under Nevada
19 law.
- 20 6) the Suprock Parties cannot establish that a valid contract exists or that they performed under
21 the alleged contract—indeed Plaintiffs have admitted that they have not performed as specified
22 in the supposed contract they claim to rely upon.
- 23 7) the statute of limitations bars Plaintiffs claimed related to the claimed cancellation of shares
24 supposedly owned by Renewable Energy Now, Inc.
- 25 8) The Suprock Parties have failed to disclose any admissible measure of damages and have no
26 expert or witness qualified to discuss the supposed value of their claimed shares. As such, even
27 if the Suprock Parties are successful on all of their claims, which they will not be, they are not
28 entitled to any damages but at most a declaration that the restrictive legend be removed.

1 **II. STATEMENT OF THE BASIS FOR THIS COURT'S JURISDICTION**

2 This Court has subject matter jurisdiction under 28 U.S.C. § 1332(a) since it is between citizens
3 of different states and the amount in controversy is greater than \$75,000. This Court has supplemental
4 jurisdiction over the Suprock Parties' state law claims pursuant to 28 U.S.C. § 1367.

5 **III. UNCONTESTED FACTS**

6 The following facts are admitted by the parties and require no proof:

7 None.

8 **IV. CONTESTED ISSUES OF FACT AS AGREED UPON BY THE PARTIES**

9 The following facts, though not admitted, will not be contested at trial by evidence to the
10 contrary:

11 None.

12 **V. ISSUES OF FACT TO BE TRIED AND DETERMINED AT TRIAL**

13 The following are the issues of fact to be tried and determined at trial:

14 **(1) Plaintiffs' Facts**

15 **A. Plaintiffs Acquire Their Shares In Quantum**

16 **1. Consortium's 400,000 Shares**

17 1. On March 31, 2014, Quantum entered into a 6% Series B Convertible Preferred Stock
18 Purchase Agreement, pursuant to which Mr. Suprock purchased and was delivered 200,000 shares of
19 6% Series B Convertible Preferred Stock.

20 2. Mr. Suprock made full payment of \$200,000, or \$1.00 per share, for these shares at the
21 time of his acquisition.

22 3. On or about March 11, 2016, Quantum authorized the issuance of 400,000 shares of
23 Common Stock to Consortium pursuant to the conversion terms of the March 31, 2014 6% Series B
24 Stock Purchase Agreement with Mr. Suprock and the terms of the 6% Series B Convertible Preferred
25 Certificate of Designations (attached as Exhibit A to the March 31, 2014 agreement) with a conversion
26 ratio agreed by Quantum at 1:2 (200,000=400,000) based on a conversion notice received March 2,
27 2016 from Mr. Suprock, and instructed Quantum's then transfer agent, Pacific Stock Transfer, to issue
28 said shares to Consortium.

1 4. On March 11, 2016, said 400,000 shares of Common Stock were issued to Consortium.

2 **2. Mr. Suprock's 1,825,000 Shares**

3 5. On or about April 11, 2017, Quantum issued and delivered to Mr. Suprock 850,000
4 shares of Common Stock of Quantum, as compensation under and pursuant to a referral agreement,
5 dated as of March 30, 2017, between Quantum and a company belonging to Mr. Suprock.

6 6. These shares were also referred to in the February 28, 2018, Cancellation of Referral
7 Agreement entered into between PCS Advisors, Mr. Suprock, and Quantum, which explicitly stated
8 that the Shares were compensation pursuant to the referral agreement.

9 7. On January 16, 2018, Mr. Suprock entered into a Stock Purchase Agreement with
10 Stanley Wilson ("Wilson"), pursuant to which Mr. Suprock purchased and was delivered 325,000
11 shares of Common Stock of Quantum.

12 8. Payment for these shares was made via a \$40,000 wire: the \$40,000 wire covers
13 additional stock purchases made on January 16, 2018, as set forth below.

14 9. Pursuant to an Agreement Concerning the Exchange of Common Stock Between
15 Quantum Energy, Inc. and the Shareholder of FTPM Resources, Inc., dated June 25, 2013, Quantum,
16 among other actions, issued 200,000 shares of Common Stock to Wilson.

17 10. On October 13, 2013, Quantum authorized the implementation of a forward stock split
18 of the issued shares of Quantum's Common Stock in a ratio of 150 to 1 for all shares issued as of the
19 record date of November 15, 2013, which resulted in the 200,000 Shares held by Wilson becoming
20 30,000,000 Shares.

21 11. On March 8, 2018, Mr. Suprock entered into a Stock Purchase Agreement with Wilson,
22 pursuant to which Mr. Suprock purchased and was delivered 650,000 shares of Common Stock of
23 Quantum.

24 12. Payment for these shares was made via a \$30,000 wire, which included the 650,000
25 shares.

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1 **3. Mrs. Suprock's 325,000 Shares**

2 13. On January 16, 2018, Mrs. Suprock entered into a Stock Purchase Agreement with
3 Wilson, pursuant to which Mrs. Suprock purchased and was delivered 325,000 shares of Common
4 Stock of Quantum.

5 14. Payment for these shares was part of the \$40,000 wire transfer discussed above.

6 **4. The Suprocks' 850,000 Shares As Joint Tenants**

7 15. On January 16, 2018, the Suprocks entered into a Stock Purchase Agreement with
8 Wilson, pursuant to which the Suprocks purchased and were delivered, as joint tenants, 850,000 shares
9 of Common Stock of Quantum.

10 16. Payment for these shares was part of the \$40,000 wire transfer discussed above.

11 **B. Facts Relevant To Removal Of The "Restricted" Legend**

12 17. The consideration for the purchase of the Shares was fully provided to Wilson and
13 Quantum, respectively, in excess of two years ago.

14 18. Neither Mr. Suprock nor Mrs. Suprock is now, or has ever been, a director or executive
15 officer of Quantum.

16 19. Mr. Suprock was on Quantum's Advisory Board in approximately 2014, but left years
17 before any transaction with Mr. Wilson, and did not have any control over Quantum by virtue of such
18 a position.

19 20. No partner, member, officer, director, or employee of Consortium or Renewable Energy
20 is now, nor has ever been, a director or executive officer of Quantum.

21 21. Prior to January 12, 2022, neither Mr. Suprock nor Mrs. Suprock, nor any partner,
22 member, officer, director, or employee of Consortium or Renewable Energy, or Consortium, has ever
23 been a record or beneficial holder of 10% or more of Quantum's issued and outstanding Common
24 Stock.

25 22. None of Mr. Suprock, Mrs. Suprock, Consortium, or Renewable Energy has ever been
26 controlled by or under common control with Quantum and none of them has ever had any contractual
27 rights to exercise any control over Quantum.

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1 23. None of Mr. Suprock, Mrs. Suprock, Consortium, or Renewable Energy has the ability,
2 by relationship, contract or otherwise, to affect the management or policies of Quantum.

3 24. None of Mr. Suprock, Mrs. Suprock, Consortium, or Renewable Energy possesses the
4 power, directly or indirectly, to elect or designate any member of Quantum's Board of Directors.

5 25. There are no familial relationships and no other business relationships among Mr.
6 Suprock, Mrs. Suprock, Consortium, and Renewable Energy, on the one hand, and Quantum, on the
7 other hand.

8 26. There are no other indicia of control with respect to Quantum as exhibited by Mr.
9 Suprock, Mrs. Suprock, Consortium, or Renewable Energy.

10 27. Mr. Suprock, Mrs. Suprock, Consortium, and Renewable Energy have been, always,
11 passive investors in Quantum.

12 28. None of Mr. Suprock, Mrs. Suprock, Consortium, or Renewable Energy is a dealer.

13 29. None of the Suprock Parties ever received any profit for any of the Quantum shares
14 purchased by the Skillings, Ms. Sturgeon, or anyone else.

15 30. At the time of each acquisition, each of Mr. Suprock, Mrs. Suprock, Consortium, and
16 Renewable Energy acquired the Shares with investment intent, for retirement, and without a view to a
17 distribution.

18 31. In other words, Plaintiffs did not acquire the Shares with a view towards distribution
19 and were not participating in a distribution, which generally means an offering that is not a private
20 offering.

21 32. Quantum permitted the removal of the "restricted" legend from shares owned by
22 Katherine Sturgeon, David Skilling, and Caron Skilling, who had purchased their shares from Mr.
23 Wilson contemporaneously with Plaintiffs and payments for which were made through the same wire
24 transfers by which Plaintiffs purchased their shares.

25 33. The Skillings and Ms. Sturgeon signed separate Stock Purchase Agreements with Mr.
26 Wilson, made the agreed upon payments, and payment was made in a lump sum at Mr. Wilson's
27 direction.

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34. The Skillings and Ms. Sturgeon made the payments of the share purchase price to Mr. Suprock at, as noted, Mr. Wilson's request for a lump sum payment.

35. The Skillings and Ms. Sturgeon were then able to sell their shares between February 22, 2022 and June 22, 2022, for \$165,685.13.

C. Plaintiffs' Efforts To Have The Restricted Legend Removed

36. On or about November 12, 2021, as resubmitted on November 19, 2021, Mr. Suprock, Mrs. Suprock, and Consortium submitted a request to ClearTrust, LLC ("ClearTrust"), Quantum's then transfer agent, to remove the "restricted" legend on the Shares.

37. On December 6, 2021, Plaintiffs provided ClearTrust documents demonstrating that proper consideration had been paid for the Shares in response to a question from ClearTrust.

38. On December 17, 2021, Quantum, through counsel Hamilton & Associates Law Group, P.A., by Brenda Hamilton, sent a letter to ClearTrust, incorrectly claiming that Rule 144 of the Securities Act of 1933 (the "Securities Act") was not available with respect to the Shares and directing ClearTrust not to process the legend removal from the Shares. (

39. Quantum became a mandatory reporting company in 2018, when it filed a Registration Statement Under the Securities Act (Form S-1/A).

40. On December 21, 2021, Quantum filed a Form 15, entitled "Certification and Notice of Termination of Registration under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports Under Sections 13 and 15(d) of the Securities Exchange Act of 1934" with the SEC.

41. Quantum made this filing to thwart Plaintiffs' attempt to remove the "restricted" legend.

42. As of November 12, 2021, Quantum had timely filed with the SEC all reports and other materials required to be filed under Sections 13 or 15(d) of the Exchange Act on the EDGAR system.

43. On January 7, 2022, Mr. and Mrs. Suprock and Consortium submitted opinion letters, dated January 7, 2022, setting forth that the Shares could be sold under Section 4(a)(1) promulgated under the Securities Act ("Section 4(a)(1)"), and the restricted legend or stop transfer orders on the Shares should be removed.

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44. On January 12, 2022, Quantum reported that it had entered into settlement agreements with four former officers and directors and one former affiliate shareholder of Quantum resulting in a reduction in the number of issued and outstanding shares of Common Stock to 31,970,497 (as such number was confirmed on January 13, 2022 by ClearTrust).

45. Quantum engaged in these purported settlements at least in part so as to be able to claim that the Suprock Parties were control persons and therefore to avoid removal of the “restricted” legend.

46. None of John Suprock, Laurie Suprock, or Consortium was a party to such settlement agreements.

47. The retired shares were re-issued following an 8:1 reverse split.

48. On January 13, 2022, Quantum submitted an attorney opinion letter disagreeing that the Shares could be sold pursuant to Section 4(a)(1) claiming Plaintiffs were underwriters.

49. Accordingly, on January 17, 2022, the Suprocks and Consortium sent a final opinion letter to ClearTrust explaining why the Shares could be sold.

50. Ultimately, Quantum refused to permit ClearTrust to remove the restricted legend on Plaintiffs’ shares.

51. Quantum’s actions constituted malfeasance.

52. Accordingly, on February 7, 2022, ClearTrust rejected Plaintiffs’ request to remove the “restricted” legend from Plaintiffs’ Shares.

53. Quantum refused to remove the “restricted” legend because it was concerned that Plaintiffs’ selling of their shares would drive down Quantum’s share price.

D. The Note And Quantum’s Refusal To Convert To Shares

54. On October 29, 2019, Mr. Suprock entered into an 8% Promissory Note with Quantum, in the amount of \$20,000 (the “Note”), pursuant to which Quantum promised to repay Mr. Suprock the \$20,000 principal loaned by Mr. Suprock 24 months after the date of the Note.

55. Pursuant to the Note, Quantum was also to pay Mr. Suprock interest at the rate of 8% per annum in shares of restricted Common Stock of Quantum

56. Mr. Suprock wired \$20,000 to Quantum, to the account of Quantum’s lawyer, Jerold N. Siegan, pursuant to the Note and the wire instructions provided by Quantum.

57. The Note contained a Notice of Conversion pursuant to which Mr. Suprock could convert any amount of principal and accrued and unpaid interest into Quantum Common Stock at \$0.05 per share.

58. On October 29, 2021, Mr. Suprock submitted the Notice of Conversion to Craig Kitchen of Quantum, with a copy to Quantum's counsel, pursuant to the terms of the Note. Under the terms of the note, the \$20,000 principal plus \$3,328 in interest as of October 29, 2021 should have been converted to 466,560 shares.

59. On the same day, Mr. Kitchen rejected the conversion without basis.

60. Quantum has not issued the shares required under the terms of the Note.

61. Quantum has never paid any principal or interest on the Note

E. Renewable Energy's Shares

62. Mr. Suprock is the President of Renewable Energy.

63. On June 10, 2014, Quantum issued 120,000 Quantum shares to Renewable Energy.

64. These shares were issued as payment for services Renewable Energy rendered under an engagement letter with Quantum dated March 2014.

65. Quantum cancelled these shares without explanation.

(2) Defendant's Facts

1. Mr. Suprock and/or his wife is a manager or control person of the entities that are plaintiffs in this case and these entities do not actually conduct any business activity.

2. There are serious questions regarding the validity and authenticity of the documents the Suprock Parties rely upon to substantiate their claim that they provided consideration for the shares they claim to own. Mr. Suprock did not attempt to find any of the documentation to support his or his companies supposed acquisition of stock and instead attempted to pay another individual to sign an affidavit to corroborate his story; essentially an attempt to bribe an individual into creating "proof" of his and his companies claimed ownership and consideration for the stock at issue in this case. Similarly, Mr. Suprock did not have a signed version of the note at issue in this case.

3. Quantum's securities, as relevant here, are a "penny stock" as defined by 17 CFR § 240.3a51-1 whose shares are quoted on the OTC Markets and its securities are thinly traded.

1 4. Quantum generated no revenues for the years ending February 28, 2018, February 28,
2 2019, February 28, 2020 and February 28, 2021 and revenues of only \$324,240.00 for the year ending
3 February 28, 2022.

4 5. On or about June 20, 2013 Stanley Wilson ("Wilson") took control of Quantum as its
5 Sole Director/President/Secretary/Treasurer.

6 6. Wilson would serve as an officer and/or director until his resignation in February 2018.

7 7. On or about October 31, 2013, Wilson caused a forward stock split, increasing his
8 ownership of stock from 200,000 to 30,000,000.

9 8. On March 21, 2014, Wilson caused the Issuer to designate 2,000,000 Series B Preferred
10 Shares ("Series B") with conversion rights into the Common Stock of between 1:1 and 1:1.25
11 depending upon the time at which conversion occurred.

12 9. Ten days after the Series B designation was created, on March 31, 2014, Mr. Suprock
13 purported to purchase 200,000 of the Series B shares for \$200,000 or \$1.00 per share.

14 10. On such date, Quantum's publicly traded stock price was between 1.20 per share and
15 \$1.32 per share. Payment was purportedly made by PCS the same day.

16 11. The certificate representing the 200,000 Series B shares conspicuously states
17 "**CONTROL STOCK**", confirming Suprock's status as a control person of the Issuer at such time.

18 12. As late as June 26, 2018, Mr. Suprock was able to cause Quantum to make
19 representations in its S-1 filing on its behalf and at that time owned 10.04% of Quantum's outstanding
20 stock.

21 13. On March 9, 2016, Wilson and executed a written consent of Quantum's board,
22 converting the Series B Shares into 400,000 shares which Mr. Suprock caused to be issued to
23 Consortium at a conversion ratio of 2 shares of Common Stock for each share of Series B, despite that
24 the Series B designation filed with the Nevada Secretary of State required a conversion ratio of 1.15
25 shares of Common Stock for each share of the Series B on such date.

26 14. Jeffrey Mallmes, the prior Chairman and President of Quantum, has stated by
27 declaration that the \$200,000 paid by Mr. Suprock was collected from other investors.

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1 15. On March 24, 2014 Quantum and Renewable Energy Now purported to enter into an
2 agreement in which Renewable Energy Now would purportedly provide consulting services to
3 Quantum in exchange for 120,000 shares.

4 16. On August 14, 2014 Quantum announced that Mr. Suprock was appointed to Quantum's
5 Advisory Board.

6 17. On March 30, 2017 Quantum entered into a Referral Agreement with PCS to act as a
7 "finder" in exchange for 850,000 shares.

8 18. The Suprock Parties signed agreements to locate acquisitions for the Company both
9 before and after the public was provided with information about such transactions.

10 19. Ten months later, on February 5, 2018, Mr. Suprock and Jeffrey Mallmes, who at the
11 time was Chairman and President of Quantum, terminated that agreement.

12 20. In a declaration by Mallmes on November 22, 2021, Mallmes stated that the Referral
13 Agreement was done to conceal Mr. Suprock's actions as an unregistered broker-dealer.

14 21. This is similarly confirmed by Andrew Kacic, a prior Chief Executive Officer of
15 Quantum, who in a declaration dated January 31, 2022 stated the sole purpose of the Referral
16 Agreement was for Mr. Suprock to act as a broker-dealer.

17 22. Mr. Suprock himself testified that he and his companies acted as unlicensed brokers to
18 find investors for Quantum.

19 23. Mr. Suprock wanted the then CEO/Chairman/Secretary of Quantum to be removed from
20 his role which ultimately occurred and was confirmed to Mr. Suprock in writing.

21 24. Between January 22, 2018 and March 15, 2018, Mr. Suprock purports to have purchased
22 an aggregate of 3,500,000 shares from Wilson, for which he claims to have made payments totaling
23 \$70,000.00 or \$0.02 per share. Mr. Suprock either sold or disposed of an aggregate of 1,350,000 of
24 these heavily discounted shares to 6 investors who sold such shares publicly.

25 25. On January 22, 2018, Mr. Suprock claims to have delivered the aggregate sum of
26 \$40,000 to Wilson for the supposed purchase of an aggregate of 2 million shares of stock at \$0.02 per
27 share, a significant discount of approximately 80% from Quantum's trading price of \$.104 that day.

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1 26. Despite supposedly delivering payment for the 2 million shares, the Suprock Parties
2 only received 1,500,000 shares and the remaining 500,000 shares were issued to Caron Skilling and
3 David Skilling.

4 27. On March 15, 2018, Mr. Suprock claims to have delivered the sum of \$30,000 to Wilson
5 for the purchase of an aggregate of 1,500,000 shares at a price of \$0.02 per share, a significant discount
6 of approximately 81% from Quantum's trading price of \$.1056 that day.

7 28. Despite supposedly purchasing 1,500,000 shares, the Suprock Parties only received
8 650,000 shares and the remaining 850,000 shares were issued to Katherine Sturgeon, Steven J.
9 Hammer, Gordon E. Erickson, and Robert D. Stubbins.

10 29. While the above facts reflect at least six investors, there may be more as indicated in
11 the Mallmes declaration. Indeed, Mr. Suprock has admitted to his unregistered broker dealer activities
12 in writing, stating by email dated August 27, 2021 that "some investors [he] brought into QEGY" are
13 interested in participating in a buyback program that had been recently announced.

14 30. It appears that this email must be in reference to persons other than the six investors
15 known and discussed above, as these investors appear to have sold their shares.

16 31. Each certificate issued to the Suprock Parties' had a conspicuous legend stating as
17 follows:

18 THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN
19 REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR
20 APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE BEEN
21 ACQUIRED FOR INVESTMENT ND NOT FOR A VIEW TOWARD RESALE AND
22 MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, OR ASSIGNED IN
23 THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE
24 SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR
25 APPLICABLE STATE SECURITIES LAWS, ***UNLESS THE COMPANY HAS
RECEIVED AN OPINION OF COUNSEL WHICH IS SATISFACTORY TO THE
COMPANY, TO THE EFFECT THAT SUCH REGISTRATION IS NOT
REQUIRED.***

26 32. The Suprock Parties contended that Section 4(a)(1) exempted their claimed shares from
27 registration. On or about February 7, 2022, the transfer agent, ClearTrust notified the Suprock Parties
28 that it would not remove the restrictive legend from their shares in reliance upon Section 4(a)(1).

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1 33. Because Quantum has had less than 300 record holders on the first day of each year
2 after the year the registration statement was declared effective, Quantum's reporting obligations were
3 suspended by operation of law. Section 15(d).

4 34. Quantum paused its reporting to attempt to obtain the missing information, audit the
5 information it was putting out, and to ensure that any reports Quantum did make were accurate.

6 35. Many persons in the prior management of Quantum, beyond the Suprock Parties
7 obtained stock in dealings that lacked information, paper trails, and appeared to be potentially violative
8 of securities regulations.

9 36. As such, and in an effort by new management to clean up Quantum, the new
10 management offered all prior insiders a standard settlement that included the retirement of their shares.

11 37. Not insignificantly, this same offer was made to the Suprock Parties who declined it.

12 38. The supposed note appears to have been entered on or about October 29, 2019.

13 39. The claimed note limits the use of the proceeds to fund operations of Quantum and its
14 subsidiary FTPM Resources Inc., specifically to fund a transaction for the development and marketing
15 of the "Glucose Vertical."

16 40. The Suprock Parties claim they funded the note by a payment to Jerold N. Siegan, not
17 Quantum, a week earlier.

18 41. Mr. Suprock has testified that he could not even find a signed version of the note at
19 issue in this case, again raising serious concerns and doubts as to any of the supposed "evidence" he
20 might purport to come forward with.

21 42. The alleged Note itself does not contain any clause or agreement related to the
22 conversion of the debt to stock.

23 43. The Notice of Conversion the Suprock Parties claim to rely upon references an entirely
24 different document, a "Conversion Option dated October 29, 2019" that has never been produced.

25 44. Mr. Suprock was informed that in order to effectuate a conversion additional
26 documentation would be need that was never provided.

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1 45. The Suprock Parties received 970,000 of their purported shares for claimed services at
2 values/prices materially discounted from the then trading prices and 2,150,000 shares from Quantum's
3 then control person, Wilson, also at prices materially discounted from the then trading prices.

4 46. The Suprock Parties acted in the capacity of unregistered broker-dealers unlawfully
5 raising funds from investors through the sale of Quantum's securities.

6 47. Rule 144 is unavailable under the following circumstances that are applicable to
7 Quantum: (i) shell companies (Quantum operated as a shell company from at least February 2010 until
8 at least February 2011); (ii) non-mandatory filers; (iii) Quantum had not filed Form 10 information for
9 the prior 12 months, nor is it required to do so.

10 48. The SEC and FINRA confirm that Mr. Suprock has never been registered as a broker
11 or a dealer as is required by Section 3(a)(4)(A) and 3(a)(5)(A) of the Securities Act of 1934.

12 49. The disparity between the price at which the Suprock Parties purchased shares and the
13 price at which those shares were publicly traded establish a presumption that he controlled Quantum
14 and thus was an underwriter.

15 50. The Suprock Parties' disposal of at least 1,350,000 shares and the prior registration of
16 2,575,000 shares for public sale make clear that the Suprock Parties had the intent to distribute/resell
17 the shares.

18 51. The "issuer" includes Wilson, a person directly or indirectly controlling Quantum at the
19 time.

20 52. Between June 2014 and March 2018 Mr. Suprock received an aggregate of (i) 970,000
21 shares for services he rendered individually or through his corporate egos; (ii) purchased Series B
22 shares and converted them to 400,000 shares (more than allowed by the conversion table); (iii) the
23 Suprock Parties purchased 3,500,000 shares from Wilson, Quantum's control person, at deeply
24 discounted prices, and almost immediately thereafter distributed at least 1,350,000 shares to six (6)
25 investors all of which have since been distributed by those persons.

26 53. The Suprock Parties have had control of more than 10% of Quantum's shares from time
27 to time, including as early as March 2018 and as recently as at least February 2022, when they
28 controlled as much as 14.77% of Quantum's stock.

1 54. The Suprock Parties shares represent 30% of Quantum's public float as of September
2 29, 2022, which represents more than 65,000% of the average daily trading volume of stock as of
3 September 29, 2022. The average daily trading volume was 34.63 shares for an average daily market
4 value for the 30 days preceding September 29, 2022 was only \$456.56.

5 55. Even the resale of more than 50 shares (and/or repeated resales) would cause a
6 precipitous and material decline in Quantum's share price putting the Suprock Parties in a position to
7 exercise control and influence over Quantum.

8 56. The Legal Opinions dated November 19, 2021, January 7, 2022, and January 24, 2022
9 fail to state or explain the exemption from SEC registration relied upon by the Suprock Parties for their
10 original acquisition of the shares and the same legal opinions fail to address the fact that each certificate
11 evidencing shares imposes the condition that the Suprock Parties provide a legal opinion acceptable to
12 Quantum.

13 57. The circumstances of the Suprock Parties' receipt of shares, the true consideration paid,
14 and the exemption from SEC registration relied upon for the original issuance of shares are factual
15 matters necessary for the analysis of whether an exemption from SEC registration is available for the
16 resale of such shares. None of this information is included in the Suprock Parties' Legal Opinions.

17 58. Mr. Suprock, individually and through various entities he controlled, engaged in the
18 business of purchasing and selling securities.

19 59. As a result of Mr. Suprock's failure to register as a dealer, as required by 15 U.S.C. §
20 78o(a)(1), his service agreements and the documents requiring issuance of shares to the Suprock Parties
21 are void pursuant to 15 U.S.C. § 78cc.

22 60. When the Suprock Parties relied on a supposed reporting requirement on or about
23 November 19, 2021 in order to attempt to utilize Rule 144 as an exemption to registration, Quantum
24 did not have a reporting requirement as a matter of law.

25 61. Quantum stopped voluntarily reporting not to thwart the Suprock Parties (which they
26 could not in any event because regardless Quantum was not a mandatory reporter) but because the
27 historical information regarding the company, including years of missing information, and financial
28 discrepancies and questions regarding dealings and stock transfers required Quantum to pause its

1 reporting to attempt to obtain the missing information, audit the information it was putting out, and to
2 ensure that any reports Quantum did make were accurate.

3 62. At an absolute minimum, Quantum has valid concerns regarding the Suprock Parties'
4 qualifications to rely upon exemptions from registration. Quantum has a duty to its other shareholders
5 and itself to avoid the liability that would attach to Quantum if it blindly signed off on removal of the
6 restrictive legend with these valid and glaring concerns outstanding.

7 63. The Suprock Parties have made no attempt to show that they could have sold their stock
8 had the restrictive legend been removed or what such sales would do to Quantum's share price.

9 64. The market would not have supported the sale of all of the Suprock Parties stock. The
10 average daily trading volume was 34.63 shares for an average daily market value for the 30 days
11 preceding September 29, 2022 of only \$456.56.

12 65. Even the resale of more than 50 shares (and/or repeated resales) would cause a
13 precipitous and material decline in Quantum's share price putting the Suprock Parties in a position to
14 exercise control and influence over Quantum. Not to mention what would occur if the Suprock Parties
15 attempted to sell all 3,400,000 shares on a single day (the share price would go to \$0.00).

16 66. If the Suprock Parties' sales made up the entire daily trading volume, it would have
17 taken them approximately 406 years to sell all 3,400,000 shares.

18 67. The Suprock Parties have not established their damages, nor can they as they have
19 entirely failed to disclose anything to support their calculation or retain an expert to opine on the actual
20 worth of 3,400,000 shares on a single day.

21 68. The Suprock Parties admit that the shares at issue were cancelled no later than
22 November 28, 2018.

23 69. The Suprock Parties filed their claims, later consolidated into this case, on March 18,
24 2022 (Doc. 1 Nevada Dist. Ct. Case No. 2:22-cv-00494-JAD-BNW).

25 70. The publicly filed S-1 of November 28, 2018 included the information related to the
26 cancellation of shares.

27 //

28 //

71. The Suprock Parties have failed to come forward with the “Conversion Option dated October 29, 2019” that would be required to substantiate any claim to a right to convert the debt to stock as the Note itself does not contain any such provision.

72. Quantum has valid concerns regarding the Suprock Parties’ qualifications to rely upon exemptions from registration. Quantum has a duty to its other shareholders and itself to avoid the liability that would attach to Quantum if it blindly signed off on removal of the restrictive legend with these valid and glaring concerns outstanding. Moreover, none of the supposed acts the Suprock Parties point to were done to stop the Suprock Parties from relying on any exemptions. Nothing about Quantum’s actions have been wrongful or constitute malfeasance.

VI. CONTESTED ISSUES OF LAW AS AGREED UPON BY THE PARTIES

The following are the issues of law to be tried and determined at trial:

- 1) Did the Suprock Parties provide proper consideration for the shares they claim to own?
- 2) Did the Suprock Parties obtain their claimed shares as unregistered broker-dealers voiding the shares they claim to own?
- 3) Did the Suprock Parties comply with the requirements necessary to have the “restricted” legend removed?
- 4) Should the “restricted” legend have been removed from the Shares under Section 4(a)(1)?
- 5) Were or are the Suprock Parties issuers, underwriters, or dealers as those terms are used in Section 4(a)(1)?
- 6) Did Quantum act with malfeasance, if malfeasance is required, by not removing the “restricted” legend?
- 7) Did Quantum convert Plaintiffs’ Shares and the Renewable Energy Shares?
- 8) Is the Note valid and binding?
- 9) Did the Suprock Parties fully perform under the Note?
- 10) Did Quantum breach the Note by not issuing the Note Shares?
- 11) Are the Suprock Parties’ claims related to cancellation of shares of Renewable Energy barred by the statute of limitations?
- 12) The Suprock Parties’ damages for each of their claims.

VII. LISTS OF EXHIBITS THAT WILL BE OFFERED INTO EVIDENCE BY THE PARTIES AT TRIAL

(A) Exhibits Agreed Upon

The following exhibits are stipulated into evidence in this case and may be so marked by the clerk:

EXHIBIT	DESCRIPTION	BATES RANGE (from Plaintiffs' Appendices to Summary Judgment Motion unless otherwise noted)
P2	Quantum Energy Inc. - John L. Suprock Certificate Number 3293	PLTF0016-17
P7	Quantum Energy Inc., - John Suprock Certificate Number 3307	PLTF0031-32
P9	Quantum Energy, Inc. John Suprock & Laurie Suprock Certificate Number 3305	PLTF0038-39
P11	October 31, 2013 - Unanimous Written Consent of Directors - Board of Directors Quantum Energy, Inc.	PLTF0053
P14	Quantum Energy, Inc. John Suprock Certificate Number 3314	PLTF0062-63
P16	Quantum Energy, Inc. John L. Suprock Preferred Stock Certificate	PLTF00080
P20	March 11, 2016 - Quantum Energy Inc. Consortium LLC Certificate Number 3262	PLTF0090-91
P32	October 29, 2021 – Email Correspondence with Gustave Passante	PLTF0164-65
P35	December 7, 2021 – Email Correspondence with William Westbrook	PLTF0171-81
P36	June 10, 2014 - QEGY Renewable Energy Now LLC 120,000 shares Certificate 3246	PLTF0183-84
P39	Quantum Energy Certificate 3306 dated January 27, 2018 Quantum Energy Certificate 3306 dated January 27, 2018	PLTF0204-05
P44	December 17, 2021 – Letter to ClearTrust	PLTF0242-43
P45	Form S-1/A filed with U.S. Securities and Exchange Commission	PLTF0245-341
P46	December 21, 2021 – Form 15	PLTF0343
P49	January 13, 2022 – Letter from Quantum	PLTF0368-71
P51	Email Correspondence between Counsel and ClearTrust	PLTF0395-97

P57	Email Correspondence re Stock Purchase dated August 27, 2023	PLTF0871-72
D2	Quantum Energy, Inc. Form 10-K for the period ending 2/28/19	APP-66 - APP-122
D3	Quantum Energy, Inc. Form 10-K for the period ending 2/29/20	APP-123 - APP-172
D4	Quantum Energy, Inc. Form 10-K for the period ending 2/28/21	APP-173 - APP-216
D5	Quantum Energy, Inc. Form 10-K for the period ending 2/29/22	APP-217 - APP-260
D6	Quantum Energy, Inc. Company Information and Updated Disclosure Statement for the Quarter Ending August 31, 2014	APP-261 - APP-282
D7	Quantum Energy, Inc. Form 10-Q for the period ending 11/30/18	APP-283 - APP-325
D8	Unanimous Written Consent of Board of Directors of Quantum Energy, Inc. dated October 31, 2013	APP-326 - APP-327
D9	Certificate of Designation of 6% Series B Convertible Preferred Stock executed March 31, 2014	APP-328 - APP-333
D10	Quantum Energy Inc. Business Checking Account Statement for March 13, 2014 to March 31, 2014	APP-343 - APP-347
D11	Quantum Energy Inc. Form S-1/A (Securities Registration Statement) filed 11/28/2018	APP-350 - APP-569
D12	Quantum Energy, Inc. Form 10-K for the period ending 2/29/20	APP-570 - APP-619
D17	Security Balances - Detail as of 8/25/2021	APP-654-APP-666
D19	Certificate No. 3308 issued to Caron Skilling for 250,000 Shares of Quantum Energy, Inc. Common Stock	APP-676-APP-677
D20	Certificate No. 3309 issued to David Skilling for 250,000 Shares of Quantum Energy, Inc. Common Stock	APP-678-APP-679
D21	Termination Report effective 8/25/2021	APP-685-APP-722
D22	John Suprock Email dated August 27, 2021	APP-723-APP-724
D23	Letter from Keith B. Stein to Quantum Energy, Inc. dated November 15, 2021 re: David C. Skilling and Caron M. Skilling	APP-725-APP-730
D24	Letter from Keith B. Stein to Quantum Energy, Inc. dated November 15, 2021 re: Katherine Sturgeon	APP-731-APP-736

D25	Letter from David C. and Caron M. Skilling to Quantum Energy, Inc. dated November 12, 2021	APP-737–APP-740
D26	Letter from Katherine Sturgeon to Quantum Energy, Inc. dated November 15, 2021	APP-741–APP-744
D27	Registrar Control for the period from 8/26/21 to 9/26/22	APP-745–APP-753
D33	Email from Gustave Passanante to John Suprock dated October 29, 2021 re: Suprock Note Notice of Conversion	APP-805–APP-807
D45	Email from John Suprock to Stan Wilson dated January 27, 2022	APP-55
D46	Email from John Suprock to Dennis Danzik dated August 28, 2021	APP-56
D49	Email exchange John Suprock and Craig Kitchen dated October 26, 2021	P00000758 - 759
D50	Email exchange John Suprock and Craig Kitchen dated October 28, 2021	P00000773 - 774

Plaintiffs and Defendant reserve the right to use any exhibits listed by any other party and, for purposes of impeachment, exhibits not herein listed.

(B) Exhibits To Which Objection Is Made

As to the following exhibits, the party against whom the same will be offered objects to their admission on the grounds stated:

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>OBJECTION</u>
P3	Unanimous Written Consent of Directors - Quantum Energy Inc.	901, 1002
P4	Cancellation of Referral Agreement	901, 1002
P5	Stock Purchase Agreement	901, 1002
P6	January 22, 2018 - Stanley F. Wilson \$40,000.00	401, 901
P8	Stock Purchase Agreement - John and Laurie Suprock	901, 1002
P10	June 25, 2013 - Agreement Concerning the Exchange of Common Stock Between Quantum Energy, Inc. & The Shareholder of FTPM Resources, Inc.	401, 403, 901, 1002
P12	March 8, 2018 - Stock Purchase Agreement	901, 1002
P13	March 15, 2018 - Stanley F. Wilson \$30,000.00	401, 901
P15	March 31, 2014 - Quantum Energy, Inc. 6% Series B Convertible Preferred Stock Purchase Agreement	901, 1002
P17	Quantum Energy, Inc. Comerica Basic Business Check Statement	401, 602, 901, 1002

P18	John L. Suprock Wire Transfer to Quantum - March 31, 2014	401, 901
P19	March 9, 2016 - Unanimous Written Consent of Directors - Board of Directors Quantum Energy, Inc.	901, 1002
P21	Letter of Instructions & Rule 144 Seller's Representation Letter	602, 704, 802
P22	Letter of Instructions & Rule 144 Seller's Representation - Quantum Energy Inc.	602, 704, 802
P23	January 7, 2022 – Letter stating Shares could be sold under Section 4(a)(1)	602, 704, 802
P24	January 17, 2022 – Letter response to Quantum's letter dated January 13, 2022	602, 704, 802
P25	October 30, 2021 – E-mail Correspondence from Quantum	106, 401, 403, 408
P26	November 2, 2021 – E-mail Correspondence from Quantum	106, 408
P27	October 29, 2019 – Promissory Note	901, 1002
P28	Statement of Transfer of Funds \$20,000.00	401, 901
P29	Wiring Instructions	401, 901
P30	October 29, 2021 – Notice of Conversion	401, 901
P31	October 29, 2021 – Email Correspondence with Craig Kitchen	408, 802
P33	October 29, 2021 – Email Correspondence with Eric Benzenberg	802
P34	December 6, 2021 – Email Correspondence to ClearTrust	802
P37	Quantum Energy Engagement Letter	602, 901, 1002
P38	January 16, 2018 – Stock Purchase Agreement	901, 1002
P40	Letter of Instructions & Rule 144	602, 704, 802
P41	Letter of Instructions & Rule 144	602, 704, 802
P42	January 7, 2022 – Letter to Quantum Energy Inc.	602, 704, 802
P43	December 6, 2021 – Email Correspondence	802
P47	January 7, 2022 – Opinion Letter from Plaintiffs	602, 704, 802
P48	January 12, 2022 – Filing of Common Stock	106, 401, 403, 602
P50	January 17, 2022 – Opinion Letter from Plaintiffs	602, 704, 802
P52	April 11, 2022 – Termination letter of ClearTrust	401, 403
P53	Yahoo Finance historical for Quantum share price as trial date	602, 701, 704, 802, 901, 1002
P54	January 16, 2018 Stock Purchase Agreement between Stanley F. Wilson and David C. Skilling.	401, 403, 602, 901, 1002
P55	January 16, 2018 Stock Purchase Agreement between Mr. Wilson and Caron M. Skilling.	401, 403, 602, 901, 1002

P56	March 8, 2018 Stock Purchase Agreement between Mr. Wilson and Katherine Sturgeon.	401, 403, 602, 901, 1002
P58	January 2018 Bank Statement	401, 403, 901, 1002
P59	March 2018 Bank Statement	401, 403, 901, 1002
P60	Opinion Letter dated January 13, 2022 re: Sturgeon	401, 403, 602, 704, 802
P61	Opinion Letter dated January 13, 2022 re: Skillings	401, 403, 602, 704, 802
D1	Historical Data re: Quantum Energy Stock	401, 701, 901, 1002
D13	Declaration of Jeffery Mallmes dated November 22, 2021	601, 602, 704, 802, 901, 1002
D14	Jeff Mallmes Email sent 6/13/2022 to John Suprock re: Shares	401
D15	August 14, 2014 GlobeNewswire Article titled "Quantum Energy Announces Five Member Advisory Board"	401
D16	Declaration of Andrew Kacic dated January 31, 2022	601, 602, 704, 802, 901, 1002
D18	Samuel L. Butt Email dated December 6, 2021	401
D28	Letter from Brenda Hamilton to Clear Trust, LLC dated January 13, 2022 re: John Suprock and Consortium LLC - Section 4(a)(1) Opinion Letter	704, 802
D29	Letter from Brenda Hamilton to Clear Trust, LLC dated January 24, 2022 re: John Suprock and Consortium LLC - Section 4(a)(1) Opinion Letter	704, 802
D30	Email chain to/from Samuel L. Butt dated January 24 - February 7, 2022 re: Legal Opinion re: Suprock / QEGY	401
D31	Letter from Brenda Hamilton to ClearTrust, LLC dated December 17, 2021	704, 802
D32	Declaration of Craig Kitchen, William Westbrook, and William Hinz	601, 602, 704, 802
D34	Stan Wilson/John Suprock email dated October 7, 2021	401, 403, 701, 704
D35	John Suprock Email to Jeff Mallmes dated December 2, 2021	401
D36	John Suprock Email to Jeff Mallmes dated November 5, 2021	401
D37	John Suprock Email Exchange with Jeff Mallmes dated December 2, 2021	401
D38	John Suprock Email to Stan Wilson dated November 30, 2021	401
D39	Stan Wilson Email to John Suprock "Advisory Board Update" dated November 25, 2014	401

D40	John Suprock Email to Stan Wilson dated August 26, 2014	401
D41	Jeff Mallmes Email to John Suprock dated March 8, 2022	401
D42	John Suprock Email to Quantum dated June 2, 2021	401
D43	Email from John Suprock to Quantum dated August 27, 2021	401
D44	Email exchange Stan Wilson and John Suprock dated March 30, 2017	401
D47	Email from John Suprock to Jeff Mallmes dated December 7, 2021	401
D48	Email from John Suprock to Jeff Mallmes dated September 22, 2021	401
D51	Email from John Suprock to Jeff Mallmes dated October 27, 2021	401
D52	Email from John Suprock to Stan Wilson dated October 29, 2021	401
D53	Email exchange John Suprock and Jeff Mallmes dated June 13, 2022	401
D54	Email from Kathy Sturgeon dated January 12, 2022	401
D55	Email from Kathy Sturgeon dated January 12, 2022	401

(A) Parties' Intent To Present Evidence In Electronic Format

Plaintiffs and Defendant intend to present evidence in electronic format to jurors for purpose of jury deliberations. The parties will consult the court's website and the assigned judge's courtroom administrator for instructions on how to prepare evidence in electronic format and other requirements.

(B) Depositions

(1) Plaintiffs' Designations

Plaintiffs will offer the following depositions against Defendant:

Witness	Page:Line	Defendant's Objections
William Hinz	20:5-21:9,	403
William Hinz	22:8-24:10	401, 403
William Hinz	26:12-31:22	401, 403, 602
Craig Kitchen	15:21-18:18	106 (18:19 - 19:15), 401, 403, 602
William Westbrook	18:4-15; 22:9-27:8	401, 403, 602
William Westbrook	37:22-38:7	106 (38:7 - 18), 602

Plaintiffs reserve all rights to use all deposition transcripts taken in this action pursuant to Fed. R. Civ. P. 32.

(2) Defendant's Designations

Defendant will offer the following deposition against Plaintiffs:

Witness	Page:Line	Plaintiffs' Objections
John Suprock	10:19 – 25	401, 602
John Suprock	11:8 – 9	401, 602
John Suprock	13:6 – 15	401
John Suprock	13:22 – 25	401
John Suprock	15:16 – 16:5	401, 602
John Suprock	17:13 – 17	
John Suprock	33:12 – 49:21	401, 403, 602
John Suprock	56:3 – 61:25	401, 403, 602
John Suprock	62:6 - 10	401, 403, 704
John Suprock	69:22 - 25	401, 403
John Suprock	71:13 - 24	401, 403
John Suprock	83:15 – 85:7	401, 403

Defendant reserves all rights to use all deposition transcripts taken in this action pursuant to Fed. R. Civ. P. 32.

(C) Objections to Depositions

The Parties' objections to the depositions are as set forth above.

VIII. WITNESS LIST

The following witnesses may be called by the parties at trial:

(a) Plaintiffs' Witnesses

Witness	Address
John Suprock	c/o Plaintiffs' counsel
Laurie Suprock	c/o Plaintiffs' counsel
Katherine Sturgeon	2305 Wyoming Street, Missoula, MT 59801

Witness	Address
David Skilling	6620 Gharrett Street, Missoula, MT 59803
Caron Skilling	6620 Gharrett Street, Missoula, MT 59803
Stuart Jeffery	GEL Group, LLC, 21 Penn Plaza, New York, NY 10001
Jeffrey Mallmes	
William Hinz	c/o Defendant's counsel
Craig Kitchen	c/o Defendant's counsel
William Westbrook	c/o Defendant's counsel

(b) Defendant's Witnesses

Witness	Address
John Suprock	c/o Plaintiffs' counsel
Laurie Suprock	c/o Plaintiffs' counsel
Jeffrey Mallmes	
Raleigh Kone	
Andrew Kacic	
Katherine Sturgeon	
David Skilling	6620 Gharrett Street, Missoula, MT 59803
Caron Skilling	6620 Gharrett Street, Missoula, MT 59803
Steven J. Hammer	
William Hinz	c/o Defendant's counsel
Craig Kitchen	c/o Defendant's counsel
William Westbrook	c/o Defendant's counsel
Samuel Butt	c/o Plaintiffs' counsel

IX. MOTIONS IN LIMINE

No motions in limine have been filed to date. The parties will file any motions in limine at least 30 days before trial in accordance with LR 16-3(a).

//

X. PROPOSED TRIAL DATES

The attorneys or parties have met and jointly offer these three trial dates: October 8, 2024, October 15, 2024, or December 9, 2024. It is expressly understood by the undersigned that the court will set the trial of this matter on one of the agreed-upon dates if possible; if not, the trial will be set at the convenience of the court's calendar.

XI. ESTIMATED TRIAL LENGTH

It is estimated that the trial will take a total of 8 days.

APPROVED AS TO FORM AND CONTENT:

Dated this 13th day of May, 2024.
FENNEMORE CRAIG, P.C.

By: /s/ Christopher H. Byrd
Christopher H. Byrd
Chelsie A. Adams
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and-

FENNEMORE CRAIG, P.C.

By: /s/ David A. Timchak
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Attorneys for Defendant Quantum Energy, Inc.

Dated this 13th day of May, 2024.
WILEY PETERSEN

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and-

SCHLAM STONE & DOLAN LLP

/s/ Samuel L. Butt

Samuel L. Butt (admitted *pro hac vice*)
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Attorneys for Plaintiffs John Suprock, Laurie Suprock, Consortium LLC, and Renewable Energy Now, LLC

XII. ACTION BY THE COURT

IT IS HEREBY ORDERED THAT:

1. **Trial date.** This case is set down for a JURY trial on the Tuesday, December 3, 2024 at 9:00 a.m. two-week trial stack.
2. **Calendar call.** The parties must appear for Calendar Call on November 18, 2024, at 1:30 p.m.
3. **Trial documents must be filed by Calendar Call.** No later than noon on the day before the scheduled Calendar Call, each party must file with the Court: (a) the parties' trial briefs; (b) a list of each party's witnesses; (c) a stipulated exhibit list, and separate exhibit lists for exhibits that are not stipulated (the parties must meaningfully meet and confer to prepare a stipulated exhibit list before this deadline); (d) jointly proposed jury instructions and separate jury instructions for proposed instructions that are not stipulated to; (e) each party's proposed voir dire questions.
4. **Deposition designations due 30 days before trial.** Any party who anticipates presenting deposition testimony in lieu of live testimony must file (a) page-and-line designations along with (b) a mini version of each relevant deposition transcript at least 30 days before trial; failure to timely file deposition designations will result in the preclusion of the testimony at trial. **Objections** to such designations must be filed no later than **five calendar days after** the designations are filed; failure to file timely objections to deposition designations renders those objections waived. **Responses to any such objections are due three calendar days after** the objections are filed. **Absent extraordinary circumstances, no extension of these deadlines will be granted** with or without a stipulation because rulings on such designations are time-consuming and the court requires sufficient time in advance of trial to make them.

1 5. **Motions in limine.**

2 a. **MIL deadlines.** Motions in limine (MILs) are due October 4, 2024, and
3 responses are due 14 days later. These court-ordered deadlines override any deadline
4 contained in a federal or local rule and will not be extended absent extraordinary
5 circumstances. MIL replies will be allowed only with leave of court, and each side may
6 file only a single request for leave, see L.R. 16-3(a).

7 b. **Additional MIL requirements.** The process for preparing and filing
8 motions in limine will be governed by the following additional rules and considerations:

9 i. *Meaningful meet-and-confer required.* As Local Rule 16-3 requires,
10 before any motion in limine is filed, the parties must meet and confer (by telephone or in
11 person not merely by email or some other form of writing) about the substance of each
12 contemplated in-limine issue and attempt to reach an agreement on the issue. Evidentiary
13 agreements reached during this process must be memorialized by a written stipulation. If
14 the parties do not reach an agreement on an issue and a motion in limine remains necessary,
15 the motion must be accompanied by a declaration certifying that counsel actually conferred
16 in good faith to resolve the issue before the motion was filed (or re-filed), see L.R. 16-3(a).
17 The failure to include the certificate of counsel will result in the automatic denial of the
18 motion without the opportunity to cure this deficiency.

19 ii. *Only evidentiary issues.* Motions in limine must address only true
20 evidentiary issues and not be belated motions for dispositive rulings disguised as a motion
21 in limine.


22 iii. *Omnibus filing.* Any party desiring to file motions in limine on
23 multiple issues or requesting multiple rulings must include all in-limine issues in a
24 SINGLE, omnibus motion that numbers each issue consecutively; no party may file

multiple, separate motions. This format eliminates the need for redundant recitations of facts and introductory statements of the law. If the size of the omnibus motion exceeds the page limit in the local rule, see L.R. 7-3(b), a separate motion to exceed the page limits should be filed contemporaneously with the omnibus motion; the motion to exceed page limits must not be styled as an “emergency.”

iv. *Vague requests prohibited.* The parties are cautioned that vague requests based on speculative issues, like requests to generally preclude improper attorney arguments, violations of the golden rule, or irrelevant evidence will be flatly denied. The court intends to follow the rules of evidence and procedure at trial and expects the parties to do the same. Motions seeking little more than an order enforcing a rule waste the court’s time and the parties’ resources. Counsel is strongly cautioned that abuse of the motion-in-limine vehicle in this manner may result in sanctions against the attorneys.

This order will govern the trial of this case and may not be amended except by order of the court.

DATED: May 16, 2024.



JENNIFER A. DORSEY
UNITED STATES DISTRICT JUDGE